



DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

September 15, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 September 15, 2015


PATRICK OSAWA
ACTING EXECUTIVE OFFICER

**REQUEST FOR APPROVAL OF AGREEMENT FOR EXCHANGE OF FIRE
PROTECTION AND RESCUE SERVICES BETWEEN THE CONSOLIDATED
FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE
CITY OF SIERRA MADRE (5th DISTRICT) (3 VOTES)**

SUBJECT

Approve the attached Agreement for Exchange of Fire Protection and Rescue Services-Automatic Aid/Initial Action (Agreement) between the City of Sierra Madre (City) and the Consolidated Fire Protection District of Los Angeles County (Fire District). The Agreement authorizes the Fire Chiefs of both agencies to enter into a Memorandum of Understanding that details a reciprocal exchange of services at no cost to either agency.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Find that this Agreement is exempt from the California Environmental Quality Act (CEQA).
2. Approve and instruct the Mayor of the Board to sign the attached Agreement between the Fire District and the City to allow the two agencies to provide reciprocal assistance based upon station proximity to an emergency incident regardless of jurisdictional boundaries, and to authorize the respective Fire Chiefs to develop and enter into a Memorandum of Understanding (MOU) as a guide for day-to-day operations between the City Fire Department and the Fire District, and to modify the MOU as changes in conditions occur; to be effective the day it is approved by your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In accordance with your Honorable Board's policy to have the Fire District pursue mutual aid agreements with other agencies and surrounding counties, we are requesting your Board's approval of an Agreement for Exchange of Fire Protection and Rescue Services-Automatic Aid/Initial Action between the Fire District and the City.

This Agreement, informally referred to as a "first-response" form of assistance, will allow the two parties to provide reciprocal assistance based upon station proximity to an emergency incident regardless of jurisdictional boundaries. Additionally, this Agreement authorizes the Fire Chiefs to develop and enter into a Memorandum of Understanding (MOU) as a guide for day-to-day operations between the City of Sierra Madre Fire Department and the Fire District. It also allows them to modify the MOU as changes in conditions occur.

This Agreement will enhance services to both agencies since the closest available resource will respond to an incident regardless of jurisdictional boundaries.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with Los Angeles County Strategic Plan Goals in the area of Operational Effectiveness/Fiscal Sustainability (Goal 1), to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

This Agreement will have no impact to net County costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement will be effective the day it is approved by your Board and shall remain in effect until terminated by either party.

County Counsel has approved this Agreement as to form. The City Council of Sierra Madre approved this Agreement on July 28, 2015.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from CEQA pursuant to Section 15061 (b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment. A Notice of Exemption is attached.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will enhance services to both agencies since the closest available resource will respond to an incident regardless of jurisdictional boundaries.

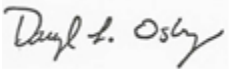
CONCLUSION

Upon execution by your Honorable Board, please instruct the Acting Executive Officer, Clerk of the Board to return two (2) copies of the Minute Order and/or this approved letter, as applicable; and one (1) executed original and two (2) copies of the Agreement for Exchange of Fire Protection and Rescue Services to this office. Please forward the documents to the following:

Consolidated Fire Protection District of Los Angeles County
Attention: Lorraine Buck, Acting Chief, Planning Division
1320 N. Eastern Avenue
Los Angeles, CA 90063

The Fire District will return the executed original Agreement to the City of Sierra Madre for their records.

Respectfully submitted,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Interim Chief Executive Officer
County Counsel
Auditor-Controller

**AGREEMENT FOR EXCHANGE OF
FIRE PROTECTION AND RESCUE SERVICES
AUTOMATIC AID/INITIAL ACTION**

THIS AGREEMENT is made and entered into this 15th day of September, 2015, by and between the City of Sierra Madre, hereinafter referred to as "City," and the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District."

W I T N E S S E T H

WHEREAS, the parties to this agreement provide fire protection and rescue services within their respective territorial limits; and

WHEREAS, it is in the best interest of the citizens of the District and the City to provide the most expeditious response to suppress fires and render other emergency assistance; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of fire and rescue services on a day-to-day basis; and

WHEREAS, this agreement is authorized and provided for by provisions of the Health and Safety and Government Codes of the State of California and acts and statutes of the Federal Government, where applicable.

NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto agree to as follows:

I.

The City agrees to provide a designated fire or rescue response, as determined by the Fire Chiefs of the District and the City, upon request by the District, to that area located within the jurisdiction of the District.

II.

In return for the service to be provided by the City, the District agrees to provide a designated fire or rescue response, as determined by the Fire Chiefs of the District and the City, upon request by the City, to that area located within the jurisdiction of the City.

1 III.

2 Upon receipt by the District of an alarm within the jurisdiction of the District, the District,
3 as the jurisdictional department, will dispatch its nearest available and appropriate designated
4 fire or rescue response to that alarm and also notify the City fire dispatcher who will, in turn,
5 dispatch the agreed-upon response in accordance with Paragraph VI. hereinbelow.

6 IV.

7 Upon receipt by the City of an alarm within the City, the City, as the jurisdictional
8 department, will dispatch its nearest and appropriate designated fire or rescue response to
9 that alarm and also notify the District fire dispatcher who will, in turn, dispatch the agreed-upon
10 response in accordance with Paragraph VI. hereinbelow.

11 V.

12 The District and the City intend that this agreement will provide mutual benefits to all
13 parties and herein authorize the Fire Chiefs of the District and the City to revise any
14 designated areas or types of response periodically as may be dictated by changing conditions
15 and the requirements of mutual benefits to all parties. It is agreed that substantial reductions
16 of fire protection and/or emergency medical forces by either agency shall be cause for
17 reconsideration of this agreement.

18 VI.

19 Details as to amounts and types of assistance to be dispatched, methods of dispatching
20 and communications, training programs and procedures, methods of requesting aid, and the
21 names of persons authorized to send and receive such requests, together with lists of
22 equipment and personnel which will be utilized, shall be developed by the Fire Chiefs of the
23 District and the City. Such details shall be recorded in a Memorandum of Understanding and
24 signed by both Fire Chiefs of the District and the City.

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VII.

In those instances where the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional department will arrive shortly after the arrival of the aiding department. Therefore, the responsibility for coping with the situation will be immediately assumed by the jurisdictional department upon its arrival at the scene. The aiding department personnel will be under the direction of the officer in charge of the jurisdictional fire department. It is further agreed that the aiding department will be released from the scene as soon as practical by the jurisdictional fire department.

VIII.

It is mutually understood and agreed that this agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire and/or rescue service within any part of its own jurisdiction and that the aiding party's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources.

IX.

This agreement shall not be construed as or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

X.

No party furnishing aid pursuant to this agreement shall be entitled to compensation for services rendered to the requesting agency, it being understood that the respective covenants contained in this agreement shall constitute the sole consideration for such services.

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1 XI.

2 Each of the parties hereto is a public entity, as defined by Section 895 of the
3 Government Code. It is mutually understood and agreed that, in accordance with the
4 provisions of Section 850.6 of the Government Code, the party requesting assistance is not
5 required to indemnify the party furnishing assistance as to any liability or damage imposed by
6 law upon the assisting party by reason of any act or omission of its employees occurring in the
7 performance of the service. The requesting party shall be responsible only for the acts of the
8 employees of the responding party performed at the scene of the emergency and performed
9 at the specific direction of an employee of the requesting party. In the event of a third-party
10 loss caused by the acts or omissions of both parties, the ultimate financial responsibility of
11 each party shall be in accordance with its percentage of fault or as may otherwise be mutually
12 agreed between them.

13 XII.

14 This agreement shall remain operative and effective until participation is terminated by
15 either party. It is further agreed that either party may terminate the agreement at any time by
16 giving written notice to the other party at least thirty (30) days prior to the date of termination.

17 XIII.

18 It is mutually understood that this agreement will in no way affect or have any bearing
19 on the existing Uniform Mutual Assistance Agreement for Fire Protection and Rescue
20 Services, which is between the District Fire Department and the City, nor will this agreement
21 affect or have any bearing on the existing California Master Mutual Aid Agreement.

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IN WITNESS WHEREOF, this agreement has been executed by each party on the day and year written below, and is effective and operative upon the date that it is fully executed by both parties, whichever date of execution by either party is later.

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

CITY OF SIERRA MADRE

By Mike Antonovich
Mayor, Board of Supervisors

By [Signature]
Mayor

DATE September 15, 2015

DATE 7/28/2015

ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk of
the Board of Supervisors

By [Signature]
Deputy



ATTEST:

By Nancy Sue Skollenberg
City Clerk

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By [Signature]
Deputy

APPROVED AS TO FORM:

By [Signature]
City Attorney

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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SEP 15 2015

[Signature]
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Notice of Exemption

Appendix E

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: (Public Agency) **Consolidated Fire Protection District**
1320 N. Eastern Ave.

(Address)
Los Angeles, CA 90063

☒ County Clerk
County of Los Angeles

Project Title: Agreement for Exchange of Fire Protection and Rescue Services Between the Consolidated Fire Protection District of Los Angeles County and the City of Sierra Madre

Project Location - Specific: City of Sierra Madre

Project Location - City: Sierra Madre **Project Location - County:** Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project:

The Agreement will allow the two parties to provide reciprocal assistance based upon station proximity to an emergency incident regardless of jurisdictional boundaries.

Name of Public Agency Approving Project: Los Angeles County Board of Supervisors

Name of Person or Agency Carrying Out Project: Consolidated Fire Protection District of Los Angeles County

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number:
☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Pursuant to Section 15061 (b)(3), this project is not subject to CEQA as it can be seen with certainty that there is no possibility that it may have a significant effect on the environment.

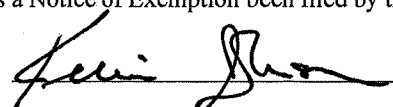
Lead Agency

Contact Person Lorraine Buck

Area Code/Telephone/Extension: 323 - 881-2404

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature:  **Date:** 7/29/2015 **Title:** Acting Chief, Forestry Division

☐ Signed by Lead Agency

Date received for filing at OPR:

☒ Signed by Applicant

Revised October 1989